11003

POSTAL

Express Mail Service

Memorandum of Understanding,
With Details of Implementation,
Between the
UNITED STATES OF AMERICA
and NEW ZEALAND

Signed at Wellington and Washington
August 1 and 20, 1984

READEX FICHE best copy available

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402

NEW ZEALAND

Postal: Express Mail Service

Memorandum of understanding, with details of implementation, signed at Wellington and Washington August 1 and 20, 1984; Entered into force October 28, 1984.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE POSTAL ADMINISTRATIONS OF
THE UNITED STATES OF AMERICA AND NEW ZEALAND
CONCERNING
INTERNATIONAL EXPRESS MAIL SERVICES (EMS)

The postal administrations of the United States of America and New Zealand desiring to initiate in accordance with Article 6 of the Universal Postal Convention,[1] service for the accelerated exchange of postal items between the United States of America and New Zealand have agreed as follows:

1. OBJECT OF THE MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding establishes International Express Mail Services (EMS), between New Zealand and the United States, referred to as International Express Mail Service in the United States and International Priority Post in New Zealand.

2. DEFINITION OF TERMS

As used herein the following terms have the meanings indicated:

a. Administration - an abbreviated form used to refer to one of the postal administrations agreeing to this Memorandum of Understanding.

b. Convention - the Universal Postal Convention adopted by the Congress of the Universal Postal Union, as adopted by the administrations agreeing to this Memorandum of Understanding.

c. Detailed Regulations of the Convention - the Detailed Regulations of the Universal Postal Convention enacted by the Congress of the Universal Postal Union.

d. On-Demand Service - an option which allows a sender to mail EMS items without previous advice on a non-contractual basis, to addressees in locations designated for such service.

---

[1] Done at Rio de Janeiro Oct. 26, 1979. TIAS 9972; 32 UST 4587.

e. Scheduled Service - an option which allows a sender to enter into a contractual arrangement to mail EMS items on a designated schedule to designated addressees.

3. DESCRIPTION OF THE ON-DEMAND SERVICE

3.1 Each administration will offer an On-Demand Service to designated locations, a list of which is provided to the other administration.

3.2 Each administration will provide the other administration with a schedule of approximate delivery times to each location to which the On-Demand Service is available based upon the time schedules of the international flights used to carry On-Demand items.

3.3 Each administration will inform the other administration of all identification marks or numbers which it uses for each On-Demand item.

3.4 The administration of origin is not required to provide the administration of destination with notice prior to sending an On-Demand item.

4. DESCRIPTION OF THE SCHEDULED SERVICE

4.1 Each administration may offer a Scheduled Service on a contractual basis to customers who agree to use the service on a designated schedule and, in principle, at least once a week, to send items to designated addressees.

4.2 Each administration will provide the other administration with a schedule of approximate delivery times to each city or other location to

which a scheduled service is available, based upon the time schedules of the international flights used to convey such items.

4.3 For each Scheduled Service contract, the administration of origin will provide the administration of destination with the following information at least 10 days prior to commencing service pursuant to such contract:

a. the identification number of the customer contract, which number must be indicated on each item sent;

b. the name and address of the sender and the addressee;

c. the days of the week designated by the customer as scheduled dispatch days;

d. the time of day delivery is requested;

e. the airline and flight number to be used; and

f. the starting date of the link.

4.4 The administration of origin will notify the administration of destination of any changes in the information referred to in Section 4.3 of this paragraph.

5. CHARGES TO BE COLLECTED FROM THE SENDER

Each administration will fix the Express Mail Service charges to be collected from its customer and will retain all the revenue derived thereby.

6. CHARGES AND FEES TO BE COLLECTED FROM THE ADDRESSEE

Each administration will be authorised to collect from the addressee the customs duty and other applicable non-postal fees, if any, payable on each item it delivers and charge for the collection of such fees.

7. COMPENSATION FOR IMBALANCES

7.1 At the end of the first full calendar year (i.e., 1 January to 31 December) following the introduction of the service, and at the end of each calendar year thereafter, the administration which has received a larger quantity of EMS items than it has sent during that year will be entitled to collect from the other administration an imbalance charge, as compensation for the surface handling and delivery costs it has incurred for each additional item received.

7.2 Each administration shall establish an imbalance charge per item which shall correspond to the costs of service.

7.3 No imbalance claim will be payable where the difference in the number of items exchanged during the year is less than one thousand.

7.4 Modifications of the imbalance charge may be made as follows:

a. Each administration may increase its imbalance charge when such an increase is necessary due to an increase in the costs of service.

b. To be applicable, any such modification of the imbalance charge must:

i. be communicated to the other administration at least three months in advance;

ii. remain in force for at least one year, unless this Memorandum of Understanding is terminated or annulled in accordance with paragraph 24, sub-paragraph 24.2.

8. INTERNAL AIR CONVEYANCE DUES

Each administration which provides air conveyance of EMS items received from the other will be entitled to reimbursement of the costs of such conveyance at rates established by analogy with the provisions of the Convention.

9. TRANSIT

9.1 The administrations will provide transit for EMS Items and dispatches to or from any administration with which it exchanges EMS items or dispatches.

9.2 For each item or dispatch forwarded pursuant to this paragraph, the administration providing onward air conveyance will be entitled to collect dues from the other administration in accordance with the Convention.

10. ITEMS ADMITTED. CUSTOMS CLEARANCE

10.1 Each administration will advise the other administration of the items acceptable for transmission, and subject to customs examination.

10.2 Each administration will arrange for expeditious customs clearance and, in accordance with its regulations for the type of service used, will make every effort to effect delivery of each item by the fastest means available.

11. ITEMS NOT ADMITTED

Coins, negotiable securities, platinum, gold or silver (worked or not), precious stones, jewellery and other valuable objects are not admitted.

12. PROHIBITIONS

The prohibitions laid down in the Convention are applicable to EMS items. The same applies to the import and transit restrictions included by each of the two administrations in the List of Prohibited Items published by the International Bureau of the Universal Postal Union.

13. LIMITS OF SIZE AND WEIGHT

An EMS item:

a. may not exceed 900 millimetres for any one dimension nor 2 metres for the sum of the length and the girth;

b. may not measure less than 90 mm x 140 mm with a tolerance of 2 mm; and

c. may not exceed 10 kilograms in weight.

14. TREATMENT OF ITEMS WRONGLY ACCEPTED

14.1 When an item containing an article prohibited under paragraphs 11 or 12 has been wrongly admitted to the post, the prohibited article will be dealt with according to the legislation of the administration establishing its presence.

14.2 When the weight or the dimensions of an item exceed the limits established under paragraph 13, it will be returned to the administration of

origin as an International EMS item if the regulations of the administration of destination do not permit delivery.

14.3 When a wrongly admitted item is neither delivered to the addressee nor returned to origin, the administration of origin will be informed as to how the item has been dealt with and of the restriction or prohibition which required such treatment.

15. UNDELIVERABLE ITEMS. RETURN TO ORIGIN

15.1 After every reasonable effort to deliver an item has proven unsuccessful, the item will be held for the period of retention provided by the regulations of the administration of destination, then returned as per 15.2.

15.2 An item refused by the addressee, or any other undeliverable item, will be returned, at no charge, to the administration of origin by EMS.

16. ITEMS OR BAGS ARRIVING OUT OF COURSE AND TO BE REDIRECTED

Each item or bag arriving out of course is to be redirected at no charge to its proper destination by the most direct route used by the administration which has received the item or bag.

17. INQUIRIES

17.1 Each administration will answer in the shortest possible time, not to exceed one month, inquiries relating to items.

17.2 Inquiries will be accepted only within a period of four months from the day after that on which the item was posted.

17.3 This paragraph does not authorise routine requests for confirmation of delivery.

18. LIABILITY OF ADMINISTRATIONS

Each administration will decide its own compensation policy in the case of loss, damage, theft or delay. Payment of compensation, if any, is to be the sole responsibility of the administration of origin. Neither administration may claim indemnification from the other administration.

19. NO ADDITIONAL RATES, CHARGES OR FEES

The administrations may collect only the rates, charges and fees established under this Memorandum of Understanding.

20. TEMPORARY SUSPENSION AND RESUMPTION OF SERVICE

20.1 Each administration may temporarily suspend service, either wholly or in part, if circumstances justify this.

20.2 The other administration is notified immediately of such suspension and of the resumption, by telegram, telex or telephone.

21. IMPLEMENTATION OF THE MEMORANDUM OF UNDERSTANDING

In order to give effect to this Memorandum of Understanding, Details of Implementation are drawn up and annexed hereto. In addition, each administration may adopt measures for the internal operation of its services not inconsistent with this Memorandum of Understanding or its Details of Implementation.

22. AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding and its Details of Implementation may be modified by mutual agreement on the basis of an exchange of letters, to which the text of the modified paragraph(s) will be annexed.

23. APPLICATION OF THE CONVENTION

The Convention and its Detailed Regulations apply, where appropriate, by analogy, in all cases not expressly governed by this Memorandum of Understanding or by its Details of Implementation.

24. EFFECTIVE DATE AND DURATION OF THE MEMORANDUM OF UNDERSTANDING

24.1 This Memorandum of Understanding takes effect on the date mutually agreed upon by the administrations.[1]

24.2 After the Memorandum of Understanding has been in effect for one year, it may be terminated by agreement or by either administration, upon six months previous notice given to the other.

24.3 Signed in Washington DC, United States of America, on August 20,1984, and in Wellington, New Zealand on 1 August 1984.

.....W.E. Duka [2]..... FOR THE POSTAL ADMINISTRATION OF

Assistant Postmaster General
International Postal Affairs THE UNITED STATES OF AMERICA

.....[3]..... FOR THE POSTAL ADMINISTRATION OF

Director of Postal Services NEW ZEALAND

---

1 Oct. 28, 1984.
2 W.E. Duka.
3 F.C. Williams.

DETAILS OF IMPLEMENTATION OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE POSTAL ADMINISTRATIONS OF THE UNITED STATES OF AMERICA AND NEW ZEALAND CONCERNING INTERNATIONAL EXPRESS MAIL SERVICES (EMS)

The following Details of Implementation of the Memorandum of Understanding Between the Postal Administrations of the United States of America and New Zealand concerning International Express Mail Services (EMS) have been drawn up in accordance with paragraph 21 of the said Memorandum.

101. INFORMATION TO BE SUPPLIED BY THE ADMINISTRATIONS

101.1 Each administration will notify the other administration of:

a. the provisions of its laws or regulations applicable to the conveyance of EMS items;

b. the rates and dues established under the Memorandum of Understanding;

c. the forms, labels, and other documentation which it requires in the service; and

d. the minimum time required to effect the transit of EMS items or dispatches.

101.2 Any change of the information mentioned in sub-paragraph 101.1 is to be communicated in writing immediately to the other administration.

102. MAKE-UP OF ITEMS

Provided that the contents do not come within the prohibitions listed in paragraphs 11 and 12 of the Memorandum of Understanding, each item to be admitted must:

a. bear, in roman letters and arabic figures on the item itself or on a label firmly affixed to it, the

name and complete address of the sender and of the addressee, as well as the mailing date;

b. have, on its packing or wrapping, sufficient space for service instructions and for affixing service labels, including the CI Customs label;

c. be packed and closed in a manner befitting the weight, the shape, and the nature of the contents as well as the mode and duration of conveyance;

d. be packed and closed so as not to present any dangers to an official called upon to handle it, and not to soil or damage other mail or postal equipment.

103. GENERAL MAKE-UP OF DISPATCHES

103.1 International Express Mail dispatches are to be made up in closed mails, and accompanied by the air mail delivery bill required by these Details of Implementation.

103.2 The items in each dispatch are to be accompanied by a manifest, and inserted in blue and orange bags.

103.3 Each bag will bear a label, showing the blue and orange logo which has been adopted as the EMS identification symbol. Each bag label will clearly indicate the exchange office of destination and the type of service used.

104. MANIFESTS

104.1 An EMS manifest, on a form acceptable to each administration, will be inserted in the final bag of each dispatch.

104.2 The manifest will clearly indicate that the dispatch contains EMS items. It will also show the dispatch number.

104.3 Each item sent through the Scheduled Service will be listed separately on the manifest. If no items are sent under a Scheduled Service contract, the contract number and the fact that no items were sent will be entered on the manifest.

104.4 The total number of On-Demand items in a dispatch will either be entered collectively as a single manifest entry, or listed separately on the manifest, in accordance with the internal procedures of the dispatching administration.

105. AIR MAIL DELIVERY BILLS

105.1 An air mail delivery bill (Universal Postal Union form AV 7) must accompany each dispatch.

105.2 The air mail delivery bill is to be marked so as to indicate clearly that the dispatch contains EMS items. The total number of items in each dispatch will be entered in the observations column of the AV7.

105.3 The total number of items in each dispatch will be entered in the "observations" column of the airmail delivery bill.

106. EXCHANGE OFFICES

106.1 The exchange of dispatches of EMS items will be carried out by the designated exchange offices of each administration.

106.2 Each administration will give the other administration advance notice of redesignation, creation or closing of exchange offices.

107. CHECK OF DISPATCHES AND OF THEIR CONTENTS

107.1 Upon receipt of a dispatch, the administration of destination will check the dispatch to confirm its conformity with the air mail delivery bill.

107.2 The contents of each dispatch will be checked as soon as possible, at an office designated by the administration of destination, to confirm their conformity with the manifest and with the airmail delivery bill.

108. NOTIFICATION OF IRREGULARITIES

108.1 Any evidence of irregularities, missing items, any theft or damage detected upon receipt of a dispatch will be reported without delay to the administration of origin by telex or telephone and confirmed in writing by means of a C14 Verification Note.

108.2 All other actions taken in connection with any irregularity will be governed by the regulations of the administration of destination.

109. REDIRECTION OF ITEMS ARRIVING OUT OF COURSE

The redirecting administration will notify the administration of origin, by telex or telephone, the details concerning the arrival and redirection of each item or bag arriving out of course.

110. RETURN OF ITEMS TO ORIGIN

Each administration which returns an item for any reason whatsoever will give, either written by hand, by means of a stamped impression or a label on the item and on the manifest which accompanies it, the reason for non-delivery.

111. ACCOUNTING, SETTLEMENT OF ACCOUNTS

111.1 The procedures for accounting and for the settlement of accounts for internal air conveyance will be governed by the provisions covering accounting for air mail in the Detailed Regulations of the Convention.

111.2 The procedures for accounting and settlement of accounts for traffic imbalances will be as follows:

a. The settlement will take place annually. The annual period will begin on the first day of the calendar year.

b. Each administration will prepare quarterly a statement of items received on a mutually acceptable form which will indicate the number of items per month based upon the particulars of the AV7 airmail delivery bill. These forms will be forwarded to the administration of origin within two months from the end of the quarter.

c. After verifying the statement of items received, the administration of origin will advise the destination administration by correspondence of its acceptance. If the verification reveals any discrepancies, a corrected statement will be returned to the

destination administration duly amended and accepted. If the destination administration disputes the amendments, it will confirm the actual data by sending photocopies of relevant EMS AV7 airmail delivery bills and C14 Verification Notes to the administration of origin. If the destination administration has not received notice of amendment within two months from the date of forwarding the quarterly statement of items received, the account will be regarded as fully accepted.

d. After each administration has accepted the statement of items received prepared by the other, the creditor administration will prepare annually a detailed account and statement of charges on a mutually acceptable form which will indicate the total number of items received and dispatched, the imbalance, the imbalance charge per item, and total amount due.

e. Accounts are to be settled within six months after the last day of the settlement period.

112. PERIOD OF RETENTION OF DOCUMENTS

112.1 Documents of the service are to be kept for a minimum period of two years from the day following the date to which they refer.

112.2 A document concerning a dispute or any inquiry is to be kept until the matter has been settled. If the inquiring administration, duly informed of the result of an inquiry, allows six months to elapse from the date of the communication without raising any objections, the matter will be regarded as settled.

113. EFFECTIVE DATE AND DURATION OF THESE DETAILS OF IMPLEMENTATION

113.1 These Details of Implementation take effect on the same date as the Memorandum of Understanding to which they refer.

113.2 These Details of Implementation, and any amendments made pursuant to paragraph 22 of the Memorandum of Understanding, have the same duration as that Memorandum of Understanding.